

PORSE
11.3.31.7.1
V4

The Port of Portland
DRY DOCKAGE SALES RE-CAPITULATION

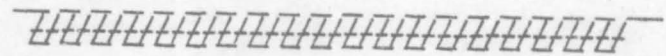


For the Month of June, 1949



<u>Debit-</u> Accounts Receivable	A 29	\$ <u>3,061.87</u> ✓
<u>Debit-</u> Distribution Ledger	F 29	<u>—</u>
<u>Debit-</u>		<u>—</u>

<u>Credit-</u> Dockage Earnings	Q 15	<u>3,061.87</u> ✓
---------------------------------	------	-------------------



Dockage Statistics:		
	Number Docked	Ton Days
Seagoing Vessels	3	22,296
River Boats, Barges, etc.	9	3,517
TOTALS - - - -	12	25,813

				.00*
" JUN 6 DJ 45-76	aver	132.40		
" JUN 3 DJ 45-77	"	100.00		
" JUN 1 DJ 45-78	"	718.10	actua	
" JUN 10 DJ 45-79	"	110.00	shavn	
" JUN 10 DJ 45-80	"	50.00	up-ried	
" JUN 17 DJ 45-81	"	50.00	Knapp	
" JUN 21 DJ 45-82	"	117.26	Weston	
" JUN 23 DJ 45-83	"	137.20	Do	
" JUN 28 DJ 45-84	"	721.60	Alma	
" JUN 28 DJ 45-85	"	789.91	H-W-M	
" JUN 29 DJ 45-86	"	60.40	Eda m	
" JUL 1 DJ 45-87	"	75.00	Redfield	

1277.76	3,061.87*
137.20	
1646.91	
<hr/>	
3061.87	
111	Sea River
<hr/>	111
3	111
	<hr/>
	P

1277.76
137.20
1646.91
3061.87

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4587

June & July 1949

Name of Vessel Anchor Barge #15

Gross Reg. Tonnage: 39
51' x 22' x 42"

Cargo — Long Tons:

Ordered by The Port of Portland Bill to S/S John M. Schofield and

Repairs by

Docked:

Undocking Started:

Lifted on: Operators

11:03 A.M. 6/29 19 49

M.

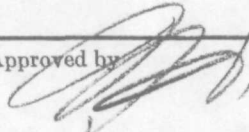
19

Pontoons Nos.

5

Dock No. _____

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/30	Lift day ends 11:03 AM		
	39 tons @ .20 Min. Charge	50.00	
7/1	1st lay day ends 11:03 AM Min. charge	25.00	
		75.00 ^h	
	Above Anchor Barge #15 damaged in collision with S/S John M Schofield at The Port of Portland Dry Docks June 29, 1949		
	Chargable To: S/S John M. Schofield & Operators		
	Send billing to:		
	AS American-Hawaiian S/S Co.		
		Compiled by EC	Approved by 
		Entered 30 1949	Billed 7/8/49

JOB NO. 6246

PURCHASE ORDER

ORDERED FOR

NORTHWEST MARINE IRON WORKS

1

2516 N.W. 29TH AVENUE
PORTLAND 10, OREGON

TO Port of Portland
916 Spalding Bldg.
City

DATE 6/29/49
TERMS _____
F. O. B. _____
SHIP VIA _____
DATE WANTED _____

ITEM	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	DISCOUNT
			SS Schofield - dry dock vessel & furnish facilities			

INSTRUCTIONS

1. Render invoices in single copy only unless _____ copies are requested.
2. Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order as specified advise us immediately.
3. Our purchase order number must appear on all invoices, correspondence, shipping papers, including freight bills and bills of lading, and all packages.

PURCHASE ORDER No. 69619

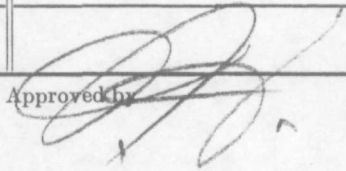
NORTHWEST MARINE IRON WORKS

By [Signature]
NO. 112 BUYER

BY [Signature]
PURCHASING AGENT

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/29	Lift day ends 11:46 AM 252 tons @ .20	50.40	Changed propeller and inspected shafts. Painted hull.
.	1/4 of 1st lay day ends 5:46 PM 252 tons @ .10 X 1/4		
	Min. fractional lay day charge	<u>10.00</u>	
		60.40 L ^y	
			Vessel arrived pier N-3 at 10:34 AM 6/28
	Vessel ready to undock 4:30 PM 6/29		Vessel departed from dock #2 at 8:45 AM 6/30

Compiled by EC

Approved by 

Entered JUN 30 1949

Billed 7/11

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4585

June

1949

Name of Vessel S/S John M. Schofield

Gross Reg. Tonnage: 7181

Cargo — Long Tons: _____

Ordered by Northwest Marine Iron Works to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

7:45P M. 6/27 19 49 9:00P.M. 6/28

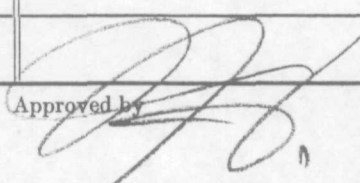
19 49 Pontoons Nos.

all

Dock No.

1

18087 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/28	Lift day ends 7:45 PM		Washed, cleaned & painted hull. Inspected
	7181 tons @ .10	718.10	propeller and tail shaft. Inspected anchor
	1/6 of quarter of 1st lay day ends		chains.
	8:45 PM 7181 @ .01 x 1	71.81	
		789.91 ¹	
			Vessel arrived pier N-2 at 4:40 PM 6/27
			After undocking, vessel tied to pier S-1
	Vessel ready to undock 8:45 PM 6/28		at 9:57 PM 6/28
			Vessel departed from pier S-1 at 5:10 AM
			6/29
Compiled by		Approved by	Entered
EC			JUN 30 1949
			Billed
			7/8/49

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4584

June 19 49

Name of Vessel S/S Alexander Woolcott

Gross Reg. Tonnage: 7216

Cargo — Long Tons:

Works,
Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

9:26 A.M. 6/27 19 49 7:27 A.M. 6/28 19 49 Pontoons Nos. akl Dock No. 2

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

 Docking No. 4583

 June 1949

 Name of Vessel Tug Shaver

 Gross Reg. Tonnage: 424

Cargo — Long Tons: _____

 Ordered by Western Transportation Co. Bill to same Repairs by Albina Engine & Machine Wks

Docked: _____ Undocking Started: _____ Lifted on: _____

 10:06A M. 6/21 1949 11:43A M. 6/23 1949 Pontoons Nos. 4-5 Dock No. 2

19067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/22	Lift day ends 10:06 AM		Changed propeller, renewed rudder and
	424 tons @ .20	84.80	installed short plank in hull.
6/23	1st lay day ends 10:06 AM		
	424 tons @ .10	42.40	
	2/6 of quarter of 2nd lay day ends		
	12:06 PM 424 tons @ .01 X 2		
	Min. fractional lay day charge	10.00	
		137.20	Vessel arrived pier S-2 at 8:55 AM 6/21
			Vessel tied to pier S-2 at 12:42 PM 6/23
	Vessel ready to undock 11:30 AM 6/23		after undocking.
			Vessel departed from pier S-2 at 1:10 PM
			6/23

Compiled by

EC

Approved by

Entered

30 1949

Billed

6/27/49

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4582

June

49
19

Name of Vessel Tug Jean

Gross Reg. Tonnage: 533

Cargo — Long Tons: _____

Ordered by Western Transportation Co. Bill to same

Repairs by Albina Engine & Machine Works

Docked:

Undocking Started:

Lifted on:

11:13A M 6/20

1949 1:12 P.M. 6/21

19 49 Pontoons Nos.

4-5

Dock No. 1

19087 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/21	Lift day ends 11:13 AM		Washed, cleaned & painted hull. Changed
	533 tons @ .20	106.60	two rudders. Faired hull on Starboard
	2/6 of quarter of 1st lay day ends		side.
	1:13 PM 533 tons @ .01 x 2	10.66	
		117.26	
			Vessel arrived pier N-2 at 8:50 AM 6/20
			After undocking, vessel tied to pier N-2
	Vessel ready to undock 1:00 PM 6/21		at 1:50 PM 6/21
			Vessel departed from pier N-2 at 3:30 PM
			6/21/49

Compiled by
EC

Approved by

Entered

JUN 24 1949

Billed

6/23/49

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4581

June 19 49

Name of Vessel.....Tug Knappton.....

Gross Reg. Tonnage: 76

Cargo — Long Tons:

Ordered by Knappton Towboat Co. Bill to same Repairs by Floating Marine Ways

Docked: _____ Undocking Started: _____ Lifted on: _____

9:30A M. 6/16 1949 3:07 P.M. 6/16 1949 Pontoons Nos. 5 Dock No. 1

18067 JAMES, KERNS & ABBOTT CO. PORTLAND

[illegible]

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4580

June 19 49

Name of Vessel Tug Nez Perce Gross Reg. Tonnage: 127

Cargo — Long Tons:

Ordered by Upper Columbia Towing Co. Bill to same Repairs by Floating Marine Ways

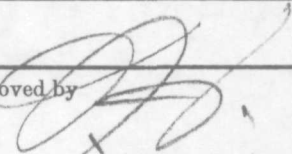
Docked: Undocking Started: Lifted on:

8:35A M. 6/9 1949 6:06P M. 6/9 1949 Pontoons Nos. 5 Dock No. 2

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/10	Lift day ends 8:35 AM		Pulled propellers & tails shafts.
	127 tons @ .20 Min. charge	50.00-	Changed one tail shaft and three propellers.
			Vessel arrived pier S-2 at 8:06 AM 6/9
			After undocking, vessel tied to pier S-2 at 6:30 PM 6/9
	Vessel ready to undock 6:00 PM 6/9		
			Vessel departed from pier S-2 at 10:35 PM 6/9

Compiled by
EC

Approved by


Entered
JUN 24 1949

Billed
6/20/49

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4579

June

19 49

Name of Vessel Tug Pearl

Gross Reg. Tonnage: 44

Cargo — Long Tons: _____

Ordered by Shaver Transportation Co. Bill to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

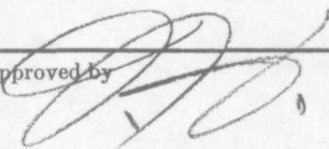
9:00 A M. 6/7 19 49 9:45 A M. 6/10

19 49 Pontoons Nos.

5

Dock No. 1

10067 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/8	Lift day ends 9:00 AM		Repaired Repaired rudder & propeller.
	44 tons @ .20 Min. charge	50.00	Renewed 9 frames and 3 planks. Calked.
6/9	1st lay day ends 9:00 AM		
	44 tons @ .10 Min. charge	25.00	
6/10	2nd lay day ends 9:00 AM		
	44 tons @ .10 Min. charge	25.00	
	1/6 of 1/4 of 3rd lay day ends		
	10:00 AM Min. fractional lay day		
	charge	10.00	
		110.00	
			Vessel arrived pier S-1 at 8:25 AM 6/7
	Vessel ready to undock 9:45 AM 6/10		Vessel departed from Dock #1 at
			10:08 AM 6/10
Compiled by		Approved by	Entered
EC			JUN 24 1949
			Billed
			6/20/49

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4578

June 19 49

Name of Vessel S/S Peter J McGuire Gross Reg. Tonnage: 7181

Cargo — Long Tons:

Works.
Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

3:30 P.M. 5/31 19 49 12:38PM 6/1 19 49 Pontoon Nos. all Dock No. 2

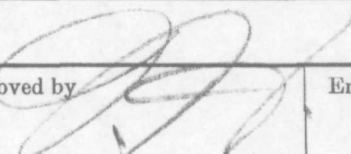
19067 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
6/1	Lift day ends 3:30 PM 7181 tons @ .10	718.10 ₇	Washed, cleaned & painted hull. Repaired rudder.
			Vessel arrived pier S-2 at 1:15 PM 5/31
			After undocking, vessel tied to pier S-2 at 1:50 PM 6/1
	Vessel ready to undock 12:05 PM 6/1		Vessel departed from pier S-2 at 2:03 PM 6/1

Compiled by

EC

Approved by



Entered

JUN 24 1949

Billed

6/6/49

PURCHASE ORDER

ALBINA ENGINE & MACHINE WORKS, INC.

2100 N. ALBINA AVE.
PORTLAND 12, OREGON

PURCHASE ORDER No 88682

DATE _____

SHIP TO

ACCOUNT NO.

DEPT. ORDERED BY

QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

Docking & Undocking

718 ^(c)₁₅

Nº 88682

PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK DOCKAGE COMPILATION SHEET

Docking No. 4577

May & June 1949

Name of Vessel Tug James S Polhemus Gross Reg. Tonnage: 102

Gross Reg. Tonnage: 102

Cargo — Long Tons:

Ordered by U. S. Engineers Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

11:10 AM. 5/31 1949 11:03 AM. 6/3 19 49 Pontoon Nos. 5 Dock No. 1

18067 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

DEPARTMENT OF THE ARMY

PURCHASE ORDER

LAB/bs

ISSUED BY:

Corps of Engineers,
628 Pittock Block, Portland 5, Oregon

TO: (Contractor and address; also factory address, if required)

The Port of Portland,
916 Spaulding Building,
Portland 4, Oregon

SHIP TO:
L. M. Lickel, U. S. Engineer

DATE

7/1 '49

CONTRACT NO. (if any)

SHEET

NO.

NO. OF

SHEETS

ORDER NO.

34169

REQUISITION NO.

5752

PAYMENT WILL BE MADE BY DISBURSING OFFICER,

628 Pittock Block,
Portland 5, Oregon

INVOICE FOR PAYMENT WILL BE MAILED TO:

District Engineer, Corps of Engineers,
628 Pittock Block, Portland 5, Oregon

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT
ARE AUTHORIZED BY THE PURPOSES SET FORTH IN, AND
ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE
BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:

21x3000 Plant

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF

PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B.

Portland, Oregon

METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

DISCOUNT TERMS

Net

SCHEDULE OF DELIVERIES

5/31/49 & 6/1-2-3/49

ITEM NO.

SUPPLIES OR SERVICES

1. Services May 31, June 1, 2, & 3, 1949 for
drydocking the U. S. Tug Polhemus, in-
cluding incidental charges connected
therewith, -----

1 job 115.18 115.18

Section 2(c)(3) of Armed Services Procurement Act, Public Law 413, 80th Congress.

CONFIRMATION

SPECIFIC PURPOSE: Tug Polhemus.

TOTAL \$115.18

UNITED STATES OF AMERICA

BY

B. C. Kellogg, Purchasing Agent

CONTRACTING OFFICER

CONDITIONS

1. VENDOR'S INVOICES.—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. DISCOUNTS.—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. PAYMENTS.—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

4. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. NOTICE OF SHIPMENTS.—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. TAXES.—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract: Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 848, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract: Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

11. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

12. DELAYS—DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

13. DISPUTES.—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

14. ASSIGNMENT OF RIGHTS HEREUNDER.—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

15. OFFICIALS NOT TO BENEFIT.—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

17. BUY-AMERICAN CLAUSE.—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. DEFINITIONS.—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

Billed
6/10/49

DEPARTMENT OF THE ARMY

PURCHASE ORDER

LAB/bs

Corps of Engineers,
628 Pittock Block, Portland 5, Oregon

ISSUED BY:

TO: (Contractor and address; also factory address, if required)

The Port of Portland,
916 Spaulding Building,
Portland 4, Oregon

SHIP TO:

L. M. Lickel, U. S. Engineer

IN ACCORDANCE WITH YOUR PRICE LIST ORAL QUOTATION WRITTEN QUOTATION OF

PLEASE FURNISH THE FOLLOWING ON THE TERMS SPECIFIED ON BOTH SIDES OF THIS PAGE AND ON THE ATTACHED SHEETS, IF ANY, INCLUDING DELIVERY F. O. B.

Portland, Oregon

METHODS OF PRESENTING INVOICES OR VOUCHERS, AND OF PACKING, MARKING, AND SHIPPING, SHALL BE AS PROVIDED HEREIN, EXCEPT AS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER.

Domestic

SCHEDULE OF DELIVERIES

5/31/49 & 6/1-2-3-4/49

ITEM NO. SUPPLIES OR SERVICES

1. Services May 31, June 1, 2, 3, & 4, 1949 for
drydocking the Bucket Dredge No. 501, in-
cluding incidental charges connected there
with.

Section 2(c)(3) of Armed Services Procurement Act, Public Law 413, 80th Congress.

CONFIRMATION

SPECIFIC PURPOSE:

Dredge 501.

DATE

7/1

19

CONTRACT NO. (If any)

SHEET

NO.

NO. OF

SHEETS

ORDER NO.

34168

REQUISITION NO.

1

5753

PAYMENT WILL BE MADE BY DISBURSING OFFICER,

628 Pittock Block,
Portland 5, Oregon

INVOICE FOR PAYMENT WILL BE MAILED TO:

District Engineer, Corps of Engineers
628 Pittock Block, Portland 5, Oregon

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT
ARE AUTHORIZED BY THE PURPOSES SET FORTH IN, AND
ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE
BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:

21x3000 Plant

DISCOUNT TERMS

Net

INSPECTION POINTS

QUANTITY

UNIT

UNIT PRICE

AMOUNT

1

job

158.66

158.66

UNITED STATES OF AMERICA

BY

B. C. Kellogg, Purchasing Agent

CONTRACTING OFFICER

CONDITIONS

1. **VENDOR'S INVOICES.**—Invoices shall be prepared and submitted in triplicate. Invoices shall contain the following information: Order number and contract number, if any; Government nomenclature of articles or services and Government sizes of articles; quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The following certificate will be shown on each of the three copies of the invoice:

"I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transaction have been complied with; and that State or local sales taxes are not included in the amounts billed."

The Contractor or his authorized representative will sign only the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be. If State or local sales taxes are included in the amounts billed, the inapplicable words in the last portion of the certificate will be omitted.

2. **DISCOUNTS.**—Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher, properly certified by the Contractor, is received if the latter date is later than the date of delivery.

3. **PAYMENTS.**—The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

4. **INSPECTION.**—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

5. **VARIATION IN QUANTITIES.**—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

6. **NOTICE OF SHIPMENTS.**—At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment as the Contracting Officer may require.

7. **TAXES.**—Unless otherwise indicated in this contract (a) the prices herein do not include any State or local sales, use, or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt; and (b) the prices herein include all applicable Federal taxes and other applicable State and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax-exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or reexport of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government, or credited against amounts due from the Government under this contract; Provided, however, That the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

8. **WALSH-HEALEY ACT.**—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by section 1 of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Congress) to be included in all contracts therein specified are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exemptions of the Secretary of Labor now or hereafter in effect.

9. **ANTI-DISCRIMINATION.**—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; Provided, however, That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

10. **CONVICT LABOR.**—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

11. **CHANGES.**—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly, provided claim therefor is asserted at any time prior to the date of final settlement of the contract.

12. **DELAYS—DAMAGES.**—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this condition if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government.

13. **DISPUTES.**—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of Army, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

14. **ASSIGNMENT OF RIGHTS HEREUNDER.**—This condition shall apply if this contract is for \$1,000 or more, unless this contract is marked secret, confidential, or restricted. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract, and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. (b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following: (i) General Accounting Office; (ii) the Contracting Officer; (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; (iv) the officer designated in this contract to make payments thereunder. (c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this article may be further assigned and reassigned to a bank, trust company, or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph. (d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction. (e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

15. **OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

16. **COVENANT AGAINST CONTINGENT FEES.**—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

17. **BUY AMERICAN CLAUSE.**—Subject to exemptions granted by the Secretary of Army and unless otherwise specified it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to this instrument.

18. **DEFINITIONS.**—Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.